

COVINGTON & BURLING

1201 PENNSYLVANIA AVENUE, N. W.

P. O. BOX 7566

WASHINGTON, D. C. 20044

TELEPHONE  
(202) 662-6000

WRITER'S DIRECT DIAL NUMBER

(202) 662-5182

RECORDATION NO. 11991-B

TWX: 710 822-0005 (CB WSH)  
TELEX: 89-593 (COVING WSH)  
TELECOPIER: (202) 662-6290  
CABLE: COVING

FEB 11 1982-1 15 PM

INTERSTATE COMMERCE COMMISSION

FEB 11 1982-1 15 PM

INTERSTATE COMMERCE COMMISSION

February 11, 1982

2-842A015

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

Attention: Mrs. Mildred R. Lee  
Recordation Section  
Room 2303

FEB 11 1982  
Feb \$ 20.00.....  
ICC Washington, D. C.

FEB 11 1 05 PM '82

Dear Mrs. Mergenovich:

Enclosed for recordation pursuant to 49 U.S.C.  
§ 11303 are the original and one fully executed and verified  
counterpart of the following documents:

1. Amendment No. 1 to Lease Agreement,  
dated February 11, 1982, between the  
First National Bank and Trust Company  
of Evanston, as Owner Trustee (Lessor)  
and Western Fuels Association, Inc.  
(Lessee).

This Amendment constitutes a secondary  
document under 49 C.F.R. § 1116.1(b);  
the primary document to which it is  
connected is recorded under Recordation  
No. 11991.

2. Amendment and Supplement No. 1 to Trust  
Indenture and Security Agreement, dated  
February 11, 1982, between the First  
National Bank and Trust Company of  
Evanston, as Owner Trustee, and Continental  
Illinois National Bank and Trust Company  
of Chicago, as Loan Trustee.

*Clarence*  
*Louis*  
*Carroll*

Mrs. Agatha L. Mergenovich  
February 11, 1982  
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This Amendment and Supplement constitutes a secondary document under 49 C.F.R. § 1116.1(b); the primary document to which it is connected is recorded under Recordation No. 11991-A.

Pursuant to Section 1116.3(d)(5) of the Commission's Rules, 49 C.F.R. § 1116.3(d)(5), listed below are the names and addresses of the parties to the documents:

A. Amendment No. 1 to Lease Agreement

Lessee . . . . . Western Fuels Association,  
Inc.  
700 Jefferson Building  
1225 - 19th St., N.W.  
Washington, D.C. 20036

Lessor . . . . . First National Bank and  
Trust Company of Evanston  
800 Davis Street  
Evanston, Illinois 60204

B. Amendment and Supplement No. 1 to Trust Indenture and Security Agreement

Owner Trustee . . . . . First National Bank and  
Trust Company of Evanston  
800 Davis Street  
Evanston, Illinois 60204  
ATTN: Corporate Trust Dept.

Loan Trustee . . . . . Continental Illinois National  
Bank and Trust Company of  
Chicago  
30 North LaSalle Street  
Chicago, Illinois 60693  
ATTN: Corporate Trust Dept.

Mrs. Agatha L. Mergenovich  
February 11, 1982  
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Pursuant to Section 1116.3(d)(8) of the Commission's Rules, 49 C.F.R. § 1116.3(d)(8), listed below is a description of the equipment covered by the documents:

110 100-Ton Rapid Discharge Hopper Cars  
and all alternations, modifications or  
additions thereto or replacements or  
parts thereof, identifying nos. WFAX  
80400 through WFAX 80509, manufactured  
by the Ortner Freight Car Company.

Enclosed are two checks each in the amount of \$10.00 for the required recordation fees. Please return to the bearer the original documents bearing the stamped recordation number, the date and hour of filing, and the other appropriate notations pursuant to Section 1116.5 of the Commission's Rules, 49 C.F.R. § 1116.5.

A short summary of the documents to appear in the index follows:

1. Amendment to Lease Agreement with Recordation no. 11991, dated February 11, 1982 and covering 110 100-Ton Rapid Discharge Hopper Cars and all alterations, modifications or additions thereto, identifying nos. WFAX 80400 through WFAX 80509, manufactured by the Ortner Freight Car Company.
2. Amendment and Supplement to Trust Indenture and Security Agreement with Recordation no. 11991-A, dated February 11, 1982 and covering 110 100-Ton Rapid Discharge Hopper Cars and all alterations, modifications or additions thereto or replacements or parts thereof, identifying nos. WFAX 80400 through WFAX 80509, manufactured by the Ortner Freight Car Company.

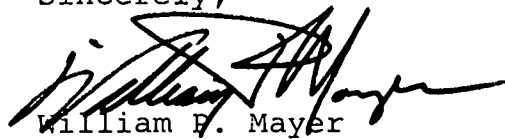
Mrs. Agatha L. Mergenovich  
February 11, 1982  
Page Four

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The undersigned is an attorney in fact for  
American Security Bank, N.A., a party to the transactions  
contemplated by these agreements.

Thank you for your assistance.

Sincerely,

A handwritten signature in dark ink, appearing to read "William F. Mayer", written over the typed name.

William F. Mayer  
Attorney for American Security  
Bank, N.A.

/me  
Enclosures

FEB 11 1982-1 15 PM

INTERSTATE COMMERCE COMMISSION

## AMENDMENT AND SUPPLEMENT NO. 1

to

## TRUST INDENTURE AND SECURITY AGREEMENT

Dated as of

February 11 , 1982

between

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON

as Owner Trustee,

Debtor

and

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO,

as Loan Trustee,

Secured Party

(Brushy Creek Mine Unit-Train Financing)

AMENDMENT AND SUPPLEMENT NO. 1  
TO TRUST INDENTURE AND SECURITY AGREEMENT

Amendment and Supplement No. 1, dated as of February 11, 1982, to Trust Indenture and Security Agreement dated as of July 11, 1980 (the "Original Indenture"), between FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association, not in its individual capacity but solely as Owner Trustee under the Owner Trust Agreement referred to in the Indenture, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee, amending and supplementing the Original Indenture. Capitalized terms used herein without definition have the definitions assigned in Section 1 of the Original Indenture as the same from time to time shall be amended, modified or supplemented.

RECITALS

WHEREAS, the parties hereto have heretofore entered into the Original Indenture; and

WHEREAS, the parties hereto wish to amend and supplement the Original Indenture to provide for the issuance of the Subsequent Issue Loan Certificates (as defined in the Original Indenture) and to make certain other changes to the Original Indenture in connection with the issuance of the Subsequent Issue Loan Certificates;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Amendments. The Original Indenture is hereby amended as follows:

A. The Granting Clause of the Original Indenture is amended by (1) inserting the word "and" at the end of paragraph (x) thereof; (2) deleting from paragraph (y) thereof the words "are designated for the purpose of satisfying the obligations of Lessee referred to in paragraph (x) of this Granting Clause or"; (3) adding to paragraph (y) thereof after the word "recomputation" the words "(prior to any declaration of default under Section 22

of the Lease which has not thereafter been rescinded in accordance with the terms of the Indenture); (4) deleting the word "and" at the end of paragraph (y) thereof; (5) deleting paragraph (z) thereof; (6) replacing, in the two provisos following paragraph (z), the comma after each reference to clause (x) with the word "and"; and (7) deleting the words "and (z)" from each such proviso; and the Owner Trustee expressly affirms the expansion of the security interests and assignments created by the Indenture as a result of the changes made by this paragraph A and by the change made by paragraph B, below.

B. The Assignment Clause of the Original Indenture is amended by replacing the comma after the reference to paragraph (x) with the word "and", and by deleting the phrase ", and (z)".

C. The proviso in the definition of "Majority in Interest of Participants" contained in Section 1 of the Original Indenture is amended to read as follows:

"provided that during any period during which an Indenture Event of Default shall have occurred and be continuing, a "Majority in Interest of Participants" shall mean a Majority in Interest of Loan Certificate Holders."

D. The definition of "Subsequent Issue Loan Certificate" contained in Section 1 of the Original Indenture is amended to read as follows:

"'Subsequent Issue Loan Certificate' shall mean a certificate, substantially in the form of Exhibit B hereto, issued by the Owner Trustee pursuant to Section 2.14 to a Loan Participant in the principal amount, bearing interest at the rate and payable as to principal and interest as provided in Section 2.14 and secured as provided in the Granting and Assignment Clauses hereof, and shall include any certificate issued in exchange therefor or replacement thereof pursuant to Section 2.07 or 2.08."

E. Each reference to "Loan Fee" appearing in the Original Indenture, wherever appearing, is deleted, no Loan Fee of any kind being payable with respect to the Subsequent Issue Loan Certificates.

F. The Original Indenture is amended by adding thereto a new Section 2.14, the text of which is as follows:

"2.14 Issuance and Terms of Subsequent Issue Loan Certificates. On the Closing Date (as defined in the Supplemental Participation Agreement and Amendment to Original Participation Agreement, dated as of January 1, 1982 (the "Supplemental Participation Agreement")), there shall be issued to each Loan Participant as provided in the Supplemental Participation Agreement a single loan certificate in substantially the form of Exhibit B hereto, dated the Closing Date and registered in the name of or payable to the order of such Loan Participant, or its nominee, in a stated aggregate principal amount equal to the amount of the participation paid by such Loan Participant to the Loan Trustee pursuant to Section 2.1 of the Supplemental Participation Agreement.

"Each Subsequent Issue Loan Certificate shall bear interest on the principal amount thereof from time to time outstanding from the date thereof until payment thereof is made at the rate of 14 1/8% per annum (computed on the basis of a 360-day year of twelve 30-day months).

"The principal and interest on each Subsequent Issue Loan Certificate shall be due and payable in 29 consecutive semi-annual installments of principal and interest commencing on July 1, 1982 and continuing on each Periodic Rent Payment Date thereafter to and including July 1, 1996, the first such installment to be in an amount equal to 1.29102% of the original principal amount of such Subsequent Issue Loan Certificate plus interest on such original principal amount from the date of issue thereof until such Periodic Rent Payment Date, each of the next 19 of such consecutive semi-annual installments to be in an amount equal to 8.35352% of the original principal amount of such Subsequent Issue Loan Certificate, the next such semi-annual installment to be in an amount equal to 7.35518% of the original principal amount of such Subsequent Issue Loan Certificate, and each of the remaining eight consecutive semi-annual installments to be in an amount equal to 7.16071% of the original principal amount of such Subsequent Issue Loan Certificate, provided that the last such installment shall in any event be in an amount sufficient to discharge the accrued interest on and the entire unpaid principal amount of such Subsequent Issue Loan Certificate.



"Each Subsequent Issue Loan Certificate shall bear interest at the rate of 15 1/8% (or, if less, the maximum permitted by applicable law) per annum (computed on the basis of a 360-day year of twelve 30-day months) on any portion of principal or, to the extent permitted by applicable law, interest, not paid when due for any period during which the same shall be overdue."

G. Section 3.03 of the Indenture is hereby amended by adding the following language immediately after the words "held or realized by the Loan Trustee" appearing near the beginning of such Section:

"(other than payments received and amounts held or realized by the Loan Trustee under the Coal Delivery Contract and the Coal Purchase Contracts pursuant to the security interest in and assignment of the Coal Delivery Contract created by this Indenture)"

H. Section 3.03 of the Original Indenture is hereby further amended by (1) designating the existing paragraph as paragraph "(a)", (2) changing the reference in the last sentence thereof from "Section 3.03" to "Section 3.03(a)", and (3) adding immediately after such paragraph the following new material as a new paragraph (b):

"(b) Except as otherwise provided in the first paragraph of Section 3.07, all payments received and all amounts held or realized by the Loan Trustee under the Coal Delivery Contract and the Coal Purchase Contracts pursuant to the security interest in and assignment of the Coal Delivery Contract created by this Indenture after an Indenture Event of Default shall have occurred and be continuing (including any amounts realized by the Loan Trustee from the exercise of any remedies pursuant to Section 22 of the Lease or Section 4 hereof or received by the Loan Trustee from the Trustee under the Trust Agreement), and after either (i) the Loan Trustee has declared (as assignee from the Owner Trustee of the Lease) the Lease to be in default pursuant to Section 22 thereof or (ii) the Loan Trustee or a Majority in Interest of Loan Certificate Holders shall have declared the outstanding principal of the

Loan Certificates to be due and payable immediately pursuant to Section 4.01(c), shall, so long as such declaration shall not have been rescinded be distributed forthwith by the Loan Trustee in the following order of priority:

"First, so much of such payments or amounts as shall be required to reimburse the Loan Trustee for any unpaid fees for its services under this Indenture and any tax, expense (including reasonable attorneys' fees) or other loss incurred by it (to the extent incurred in connection with its duties as Loan Trustee and to the extent reimbursable and not previously reimbursed) shall be distributed to the Loan Trustee for application to itself;

"Second, so much of such payments or amounts remaining as shall be required to reimburse the holders of Owner Certificates and Loan Certificates for any unreimbursed amounts paid by them (or by the predecessor holder or holders thereof) as indemnity to the Loan Trustee under Section 12.2 of the Participation Agreement in connection with any action to be taken by the Loan Trustee in connection with the enforcement of any of the rights of the Owner Trustee under the Coal Delivery Contract or the Coal Purchase Contracts (plus, if the Owner Participant shall not for any reason have participated in such payments to the extent specified in Section 12.2 of the Participation Agreement, interest on the amounts so paid at the rate set forth in Section 12.2 of the Participation Agreement, but in no event greater than the maximum interest rate permitted by applicable law) shall be distributed to the then existing holders of the Owner Certificates and the Loan Certificates ratably, without priority of one over the other, in the proportion that the amount of each such payment by each such then existing holder thereof (or made by the predecessor holder or holders thereof), bears to the aggregate amount of all such payments by the then existing or prior holder or holders of Owner Certificates or Loan Certificates;

"Third, (i) so much of such payments or amounts remaining as shall be required to pay the then existing or prior holders of the Loan Certificates and Owner Certificates and the Owner Trustee the amounts payable to them pursuant to the provisions of Section 6 of the Participation Agreement, or pursuant to any indemnification provisions of any of the other agreements referred to therein, shall be distributed to the then existing holders of Loan Certificates and Owner Certificates and the Owner Trustee entitled (directly or through the predecessor holder or holders thereof) to indemnity or other payment under said provisions (to the extent not theretofore paid to such holder of a Loan Certificate or Owner Certificate or the predecessor holders thereof or the Owner Trustee) ratably, without priority of one such entity over the other, in the proportion that the amount of such indemnity or other payments to which each such entity is entitled bears to the aggregate amount of such indemnity or other payments, and (ii) so much of such payments or amounts as shall be required to pay in full the aggregate unpaid principal amount of all Loan Certificates then outstanding, and the accrued but unpaid interest thereon to the date of distribution (including interest on overdue principal or, to the extent permitted by applicable law, overdue interest), shall be distributed to the holders of such Loan Certificates ratably, without priority of one over the other, in the proportion that the aggregate unpaid principal amount of all such Loan Certificates held by each such holder and such accrued but unpaid interest thereon bears to the aggregate unpaid principal amount of all Loan Certificates held by all such holders and such accrued but unpaid interest thereon, provided that if the balance of such payments or amounts remaining shall be insufficient to pay in full the amounts referred to in clauses (i) and (ii), then such payments or amounts remaining shall be applied ratably, in the same ratio as the ratio of the respective amounts referred to in such clauses; and

"Fourth, as provided in clause "Sixth" of Section 3.03(a).

"The portion of each such payment or amount distributed to each holder of a Loan Certificate pursuant to subclause (ii) of clause "Third" of this Section 3.03(b) shall be applied by such holder ratably in payment of the Loan Certificates held by it in accordance with the terms of Section 2.05."

I. Section 3.04 of the Original Indenture is amended by deleting the word "or" appearing after each reference therein to Section "3.05", and by adding after each reference therein to Section "3.06" the phrase "or 4.10(a)".

J. Each of clauses (ii) and (iii) of Section 4.01(a) of the Original Indenture is amended by deleting all of such clause (other than "; or") appearing after the words "notice thereof from any holder of a Loan Certificate, the Loan Trustee or Lessee".

K. The first paragraph of Section 4.02 is amended by deleting the proviso appearing after the phrase "as the Loan Trustee may choose," in clause (c) and replacing it with the words "all to the extent permitted by law."

L. The first sentence of Section 4.06 of the Original Indenture is amended by deleting the words "subject to the standard of commercial reasonableness required".

M. The second sentence of Section 4.10(a) of the Original Indenture is amended by adding at the end thereof the following proviso:

"provided that the aggregate outstanding expenditures by the Owner Participant and the Owner Trustee under this sentence which have not been reimbursed by or on behalf of Lessee shall not exceed \$750,000."

N. Section 4.10(a) of the Original Indenture is further amended by adding the following sentence at the end thereof:

"In the event of any payment by the Owner Participant or the Owner Trustee under this Section 4.10(a), then, if no Indenture Event of Default (other than the default on account of which such payment was made) shall have occurred and be continuing, the Owner Trustee or the Owner Participant shall have the right

to initiate, prosecute or maintain, as the case may be, such claims or legal proceedings against Lessee or others as may be appropriate to obtain reimbursement from Lessee of any amount expended by the Owner Participant or the Owner Trustee under this Section 4.10(a). Any amount so recovered shall be paid directly to the Loan Trustee and held by it as part of the Trust Indenture Estate until such time as there shall exist no Indenture Event of Default (other than such Indenture Event of Default or Defaults as may have been cured by the Owner Participant or the Owner Trustee under this Section 4.10(a)), at which time such amounts shall be returned to the party depositing the same with the Loan Trustee. If, prior to such return, the Loan Certificates shall have become due and payable, such amount so held shall be distributed by the Loan Trustee in the order of priority set forth in Section 3.03 of the Indenture."

O. Section 4.14 of the Original Indenture is amended by deleting the word "and" appearing at the end of clause (b) thereof; changing the period at the end of clause (c) thereof to a semi-colon and adding thereafter the word "and"; and adding after such clause (c) the following:

"(d) in the case of the Owner Trustee, any stay, extension, moratorium or similar law."

P. Section 5.01 of the Original Indenture is amended by deleting "(i)" from the second sentence thereof, and by deleting the balance of such sentence appearing after the phrase "by a Majority in Interest of Participants".

Q. Section 5.07 of the Original Indenture is hereby amended by adding at the end of clause (a) thereof, before the semi-colon, the following:

"provided that this clause (a) shall give the Owner Trustee and the Owner Participant no rights to any payments under the Coal Delivery Contract or the Coal Purchase Contracts except as provided in paragraph (y) of the Granting Clause hereof."

R. Section 8.01 of the Original Indenture is amended by deleting the word "Fuels" in clause (2) thereof and replacing it with the word "Illinois".

S. Section 9.11 of the Original Indenture is amended by adding thereto the following:

"The Owner Trust Agreement may not in any event be terminated or revoked by the Owner Participant without prior written consent of the holders of at least 80% of the aggregate principal amount of the Loan Certificates then outstanding (and in any event including each original holder of any Subsequent Issue Loan Certificates so long as such holder shall continue to hold any such Loan Certificates) and except in accordance with Section 11 of the Participation Agreement."

T. Section 11 of the Original Indenture is hereby deleted in its entirety.

U. The Original Indenture is hereby amended by adding the following as a new Exhibit B thereto:

Exhibit B  
to  
Trust Indenture  
and Security  
Agreement

FORM OF SUBSEQUENT ISSUE LOAN CERTIFICATE

First National Bank and Trust Company  
of Evanston  
Trustee of Brushy Creek Mine Unit-Train Financing  
Under Owner Trust Agreement Dated As Of  
July 11, 1980

14 1/8% Loan Certificate  
Due July 1, 1996

No.

\$

Chicago, Illinois  
Original Issue Date:  
February , 1982

FIRST NATIONAL BANK AND TRUST COMPANY OF EVAN-  
STON, as trustee (herein in such capacity called the  
"Owner Trustee") under that certain Owner Trust Agree-

ment, dated as of July 11, 1980 (the "Owner Trust Agreement"), between Seafirst Leasing Corporation, a Washington corporation (the "Owner Participant"), and the Owner Trustee, hereby promises to pay to

, or ,\* the principal sum of \$ , together with interest on the amount of said principal sum remaining unpaid from time to time from the date of this Loan Certificate until payment hereof is made or duly provided for at the rate of 14 1/8% per annum (computed on the basis of a 360-day year of twelve 30-day months). Such principal and interest is due and payable in 29 consecutive semi-annual installments commencing on July 1, 1982 and continuing on each Periodic Rent Payment Date thereafter to and including July 1, 1996, the first such semi-annual installment to be in an amount equal to 1.29102% of the original principal amount of this Loan Certificate plus interest on such original principal amount from the date of issue thereof until such Periodic Rent Payment Date, each of the next 19 of such consecutive semi-annual installments to be in an amount equal to 8.35352% of such original principal amount, the next such semi-annual installment to be in an amount equal to 7.35518% of the original principal amount of such Subsequent Issue Loan Certificate, and each of the remaining eight consecutive semi-annual installments to be in an amount equal to 7.16071% of such original principal amount, provided that the last such semi-annual installment shall be in an amount sufficient to discharge all accrued interest on, and the entire unpaid principal amount of, this Loan Certificate.

Interest on any overdue principal and (to the extent permitted by applicable law) any overdue interest shall be paid from the due date thereof at the rate of 15 1/8% (or any lesser amount which shall be the maximum permitted by applicable law) per annum (computed on the basis of a 360-day year of twelve 30-day months).

All payments to be made by the Loan Trustee on behalf of the Owner Trustee hereunder and under the

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\* Insert "registered assigns" or "order" depending upon whether the Loan Certificate is to be a registered Loan Certificate or an order Loan Certificate.

Trust Indenture and Security Agreement dated as of July 11, 1980 (as from time to time amended, herein called the "Indenture", the defined terms therein not otherwise defined herein being used herein with the same meaning) between the Owner Trustee and Continental Illinois National Bank and Trust Company of Chicago as trustee thereunder (the "Loan Trustee"), except for any sums payable by the Loan Trustee in its individual capacity pursuant to the Indenture, shall be payable by the Loan Trustee only from the Trust Indenture Estate and only to the extent that the Loan Trustee shall have sufficient income or proceeds from the Trust Indenture Estate to make such payments in accordance with the terms of Section 3 of the Indenture, and each holder hereof, by its acceptance of this Loan Certificate, agrees that (i) except as expressly provided in the Indenture, the Participation Agreement or the Owner Trust Agreement, insofar as the Loan Trustee is concerned, such holder will look solely to the income and proceeds from the Trust Indenture Estate to the extent available for distribution to the holder hereof as above provided, and insofar as the Owner Trustee is concerned, such holder will look solely to the Owner Trust Estate, and (ii) neither the Owner Participant, the Owner Trustee nor the Loan Trustee is personally liable to the holder hereof for any amounts of principal or interest on this Loan Certificate, or except as expressly provided in the Indenture, the Participation Agreement or the Owner Trust Agreement, for any amounts payable under the Indenture or the Participation Agreement.

Both principal and interest shall be payable at the principal corporate trust office of the Loan Trustee in Chicago, Illinois, or at the principal corporate trust office of any successor Loan Trustee in immediately available funds or as otherwise provided in Section 2.04 of the Indenture.

\*There shall be maintained a register for the purpose of registering transfers and exchanges of Loan Certificates, in the manner provided in Section 2.07 of the Indenture, at said office of the Loan

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\* This paragraph to be used only if the Loan Certificate is a registered Loan Certificate.



Trustee, or at the office of any successor Loan Trustee.

Each holder hereof, by its acceptance of this Loan Certificate, agrees that each semi-annual payment received by the holder hereunder shall be applied, first, to the payment of accrued interest on this Loan Certificate to the date of such payment, and second, to the payment of the principal amount of this Loan Certificate then due and third, the balance, if any, remaining thereafter, to the payment of the principal amount of this Loan Certificate remaining unpaid, in the manner set forth in Section 2.05 of the Indenture.

In the event of a partial prepayment of this Loan Certificate pursuant to Section 3.02 of the Indenture, each payment of principal and interest thereafter due and payable on this Loan Certificate shall be reduced in the same proportion as the then outstanding principal amount of this Loan Certificate shall have been reduced by such prepayment pursuant to Section 3.02.

In any case where the scheduled date for any payment of interest on or principal of this Loan Certificate shall not be a Business Day, then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on such scheduled date and the holder hereof shall be entitled to no additional interest or other compensation on account of the making of any such payment on such next succeeding Business Day.

This Loan Certificate is one of the Subsequent Issue Loan Certificates referred to in the Indenture which have been issued by the Owner Trustee pursuant to the terms of the Indenture. The Trust Indenture Estate is held by the Loan Trustee as security for the Subsequent Issue Loan Certificates and the other Loan Certificates issued under the Indenture. The rights of the Owner Participant, as well as the beneficial interest of the Owner Participant in and to the properties of the Owner Trustee pledged or mortgaged as part of the Trust Indenture Estate, are subject and subordinate to the rights of the holders of the Loan Certificates to the extent provided in the Indenture. Reference is hereby made to the Indenture for a statement of the rights of the holder

of, and the nature and extent of the security for, this Loan Certificate and of the rights of the holders of, and the nature and extent of the security for, the other Loan Certificates and of certain rights of the Owner Participant, as well as for a statement of the terms and conditions of the trusts created by the Indenture, to all of which terms and conditions in the Indenture each holder hereof agrees by its acceptance of this Loan Certificate.

This Loan Certificate is not subject to prepayment except as provided in Sections 3.02 and 3.03 of the Indenture. This Loan Certificate is subject to purchase as provided in Section 2.10 of the Indenture.

Under certain circumstances, the holder hereof may be required to participate in the indemnification of the Loan Trustee pursuant to Section 5.04 of the Indenture and Section 12.2 of the Participation Agreement.

\*The Subsequent Issue Loan Certificates are issuable as either registered or order Loan Certificates. This Loan Certificate is a registered Loan Certificate and is transferable, as provided in the Indenture, only upon surrender of this Loan Certificate for registration and transfer duly endorsed by, or accompanied by a written instrument of transfer duly executed by, the registered holder hereof or his attorney duly authorized in writing. Prior to due presentment for registration of transfer of this Loan Certificate, the Owner Trustee, the Lessee and the Loan Trustee may treat the person in whose name this Loan Certificate is registered, whether or not this Loan Certificate is overdue, as the absolute owner and holder hereof for the purpose of receiving payments of principal and interest and for all other purposes whatsoever, and the Owner Trustee and the Loan Trustee shall not be affected by any notice to the contrary.

\*\*The Subsequent Issue Loan Certificates are issuable as either registered or order Loan Certificates.

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\* This paragraph to be used if the Loan Certificate is a registered Loan Certificate.

\*\* This paragraph to be used if the Loan Certificate is an order Loan Certificate.

This Loan Certificate is an order Loan Certificate and is transferable by endorsement and delivery. Until the Owner Trustee and the Loan Trustee have received notice of transfer of this Loan Certificate from the holder of record hereof, or until this Loan Certificate, duly endorsed, shall have been presented to the Loan Trustee at the Loan Trustee Office by the transferee of this Loan Certificate, the Owner Trustee, the Lessee and the Loan Trustee may treat the person in whose name this Loan Certificate is issued (or the last transferee of this Loan Certificate notice of whom has been given to the Owner Trustee and the Loan Trustee in accordance with this sentence, as the case may be), whether or not this Loan Certificate is overdue, as the owner hereof for the purpose of receiving payments of principal and interest hereon and for all other purposes whatsoever.

This Loan Certificate shall be governed by the laws of Illinois.

IN WITNESS WHEREOF, the Owner Trustee has caused this Loan Certificate to be executed in its corporate name by one of its Trust Officers as of the date hereof.

FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON, as  
Owner Trustee

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Vice President and Trust Officer

2. Ratification. Except for the amendments set forth in Section 1 of this Agreement, the Original Indenture is in all respects ratified and confirmed, and the terms and provisions thereof, as amended hereby, remain in full force and effect.

3. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which together shall constitute but one and the same instrument. Each counterpart may consist of a number of copies each signed by less than all, but together signed by all, the parties hereto.

IN WITNESS WHEREOF, the Owner Trustee and the Loan Trustee have each caused this Agreement to be duly

executed by their officers thereunto duly authorized as of  
the date first above written.

FIRST NATIONAL BANK AND TRUST  
COMPANY OF EVANSTON, as Owner  
Trustee

By Chas N Hood  
Vice President and  
Trust Officer

Attest:

James A. Hovey  
Trust Administrator  
officer

CONTINENTAL ILLINOIS NATIONAL  
BANK AND TRUST COMPANY OF  
CHICAGO, as Loan Trustee

By Donald W. Geyser  
Vice President

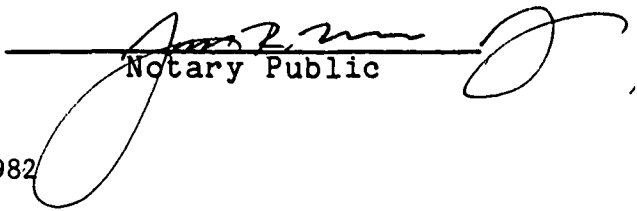
Attest:

Alice Greenhouse  
Trust Officer

STATE OF ILLINOIS     )  
                              : ss.  
COUNTY OF COOK        )

I, John R. Mannix, Jr. , a Notary Public, duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on the 11th day of February, 1982, C. N. Goodnow , personally known to me to be a V.P. and Trust Officer of FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, a national banking association, and Janice Lorenz , personally known to me to be a Trust Officer of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice-President and Trust Officer and Trust Officer they signed and delivered the said instrument as V.P. and Trust Officer and Trust Officer of said association, and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first written.

  
\_\_\_\_\_  
Notary Public

My commission expires: May 5, 1982

STATE OF ILLINOIS    )  
                              : ss.  
COUNTY OF COOK        )

I, V. Wasly, a Notary Public, duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that on the 11th day of February, 1982, DONALD W. ALVIN, personally known to me to be a VICE PRESIDENT of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and ALICE GREENHOUSE, personally known to me to be a TRUST OFFICER of said association, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such VICE PRESIDENT and TRUST OFFICER they signed and delivered the said instrument as VICE PRESIDENT and TRUST OFFICER of said association, and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, as their free and voluntary act and as the free and voluntary act and deed of said association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year in this certificate first written.

V. Wasly  
Notary Public

My commission expires: My Commission Expires July 2, 1984